

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

KONOCTI UNIFIED SCHOOL DISTRICT

AND THE

KONOCTI EDUCATION ASSOCIATION

JULY 1, 2010 THROUGH JUNE 30, 2013

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BARGAINING AGREEMENT
BETWEEN KONOCTI UNIFIED SCHOOL DISTRICT
AND
KONOCTI EDUCATION ASSOCIATION

ARTICLE I - AGREEMENT

The parties agree as follows:

- A. The articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Konocti Unified School District (District) and the Konocti Education Association CTA/NEA (Association), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 (3540.1h) of the Government Code (Act).
- C. Throughout the course of this Agreement, both parties agree that the following terms are to be defined as follows:
 - 1. Agreement – The negotiated contract entered into between the Association and the District
 - 2. District – The Board of Trustees of the Konocti Unified School District
 - 3. Association – The Konocti Education Association CTA/NEA, an employee organization
 - 4. Day – A day is any day on which the central administrative office of the District is open for business. "Calendar day" includes every day regardless whether or not the district office is open.

ARTICLE II - PERSONS COVERED

- A. The District recognizes the Association as the exclusive representative for a unit consisting of the following:
 - 1. All full-time classroom teachers, both in regular education and in special education classes during the regular instructional year and as part-time teachers in summer session or during intercessions.
 - 2. Speech and language pathologists
 - 3. Counselors
 - 4. School nurses

5. Librarians if certificated
6. Part-time teachers who have a regular schedule and are assigned as classroom teachers.
7. All other certificated employees in newly created positions serving on a regular basis, with the exception of psychologists, supervisory, confidential, management personnel, and substitute teachers.
8. Teachers on Special Assignment that are not assigned specific students for instruction. A Teacher on Special Assignment may include, but is not limited to: Curriculum Coordinator, Language Development Specialist, Educational Planning Specialist, Curriculum Coach, and Subject Specialist.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions:

1. A "Grievance" is a claim by the Association or by one or more unit members that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement.
2. A "Grievant" is the unit member or members, including the Association or representative thereof making the claim.
3. A "party in interest" is any person and/or the Association or the District who might be required to take action or against whom action might be taken in order to resolve the claim.
4. An individual grievant may be represented at the informal level or levels 1, 2, 3 by himself/herself or at his/her option by a representative of the Association.
5. A "day" is that day in which the central administrative office of the District is open for business.
6. A "conferee" is a person chosen to sit in on the procedure as an aide in a grievance situation. A conferee may be a fellow faculty member, department head, supervisor, Association representative, legal counsel, Assistant Superintendent, Superintendent, Principal, or Vice Principal.

B. Informal Resolution of Problems:

1. The grievant(s) wishing to proceed informally shall commence the informal procedure at the lowest level and proceed through channels.
2. If the grievant(s) is (are) not satisfied with the informal resolution of the grievance at the

lowest level he/she may then proceed to the next level. However, he/she will notify the Principal in writing that he/she is going to seek informal resolution of the grievance with the Superintendent. There shall be no right to proceed informally before the Board of Trustees.

3. Nothing contained herein will be construed as limiting the right of any grievant having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is reached prior to arbitration.
4. If the problem is not resolved, then the following procedure may be invoked:

C. Level I

1. The grievant shall file, in writing, Grievance Form A-1 (See Exhibit A-1) with the Principal and a copy to the district office within thirty (30) days of the date that the alleged violation first affects the grievant. This statement shall be a clear, concise statement of the grievance, the specific section of this Collective Bargaining Agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought.
2. The Principal or immediate supervisor shall respond (Grievance Form A-2) in writing to the grievant and the Association within ten (10) days after the date of the receipt of such grievance. The failure of the Principal or immediate supervisor to respond shall be deemed to be a negative decision. If the grievant deems the response unsatisfactory, the grievance may be taken to Level II. Failure by the grievant to appeal the decision within the specific time limit shall be deemed an acceptance of the decision.
3. The Principal shall transmit a copy of the grievance in response to the Association. The Association may file a written response within ten (10) days of mailing documents. The Principal shall issue his/her final decision within five (5) days after receipt of the response or the running of ten (10) days, whichever is sooner. (A copy of which will be sent to the Board of Trustees and receipt acknowledged at the next regular board meeting.)

D. Level II

1. If the grievance has not been resolved at Level I, the grievant, within ten (10) days of the day of the completion of Level I, may submit the written grievance on Grievance Form A-3 to the Superintendent for resolution (See Exhibit A-3)
2. The Superintendent or his/her designee shall hold a meeting within five (5) days after the date of receipt of Form A-3 with the grievant, conferees for both parties, if any, and the Association representative. The grievant shall determine the role of the Association representative, conferee, or observer.

3. A response in writing (Grievance Form A-4) shall be transmitted to grievant and the Association within ten (10) days after the initial meeting. The failure of the Superintendent or his/her designee to respond shall be deemed to be a negative decision. If the grievant deems the response to be unsatisfactory, the grievance may be taken to Level III. Failure of a grievant to appeal a decision within the specific time limits shall be deemed an acceptance of the decision.
4. The Superintendent shall transmit a copy of the grievance and the response to the Association. The Association may file a response within ten (10) days after mailing of the documents. The Superintendent shall issue his/her final decision within five (5) days, after receipt of the response or the running of the ten (10) days, whichever is first. (A copy of which will be sent to the Board of Trustees and receipt acknowledged at the next regular board meeting.)

E. Level III – Arbitration

In the event that the grievant is not satisfied with the decision at Level II, he/she may request to the District that the grievance be submitted to a neutral arbitrator. Such request must be in writing and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration.

If no agreement can be reached on a mutually acceptable arbitrator within ten (10) days after the written request is made, the Association shall request that the American Arbitration Association shall supply a listing of names pursuant to its Rules.

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in this Step except where the specific language herein is in conflict, which specific language will prevail.

Any award of the arbitrator shall be binding on the grievant, the Association, and the District.

It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:

1. The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement but shall determine only whether or not there has been a violation, misapplication, or misinterpretation of this Agreement as complained of by the grievant.
2. The arbitrator shall have no power to establish salary structures.
3. The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties and upon any post-hearing briefs of the parties.

4. The arbitrator shall have no power to substitute his/her judgment for that of the District as to the reasonableness of any practice, policy, rule or any action by the District unrelated to an alleged violation, misapplication, or misinterpretation of the express terms of this Agreement.
5. The standard of review for the arbitrator is whether the District acted in the manner which is a violation, misapplication, or misinterpretation of the express terms of this Agreement.
6. The arbitrator shall not consider any issue raised by the grievant unless it was known by the District in an earlier step of this Grievance Procedure.

All fees and expenses of the arbitrator shall be shared equally by the District and the Association.

If the District claims that a grievance shall be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall, at the option of the District, be heard and ruled upon by the arbitrator at the beginning of the hearing on the merits of the grievance. If the ruling on arbitrability is in favor of the District, the formal hearing shall be terminated. If the ruling on arbitrability is against the District, the formal hearing shall continue at the discretion of the arbitrator. A hearing on the merits shall be held in all cases where the District raises the issue of arbitrability, except in those cases where the arbitrator, during the hearing, makes a final ruling that the grievance is not arbitrable. If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

F. Grieving Provisions:

1. A grievance may be withdrawn at any level without establishing precedent.
2. The District will distribute ten (10) copies of each grievance form to each school site.
3. Each of the parties shall be entitled to two (2) conferees.
4. When it is necessary for representatives designated by the Association to investigate a grievance or attend a grievance meeting or hearing after the regular instructional day, he/she will, upon notice to his/her Principal or immediate supervisors by the president of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
5. For the purpose of this Agreement, a regular instructional day shall mean the periods of student contact.
6. All documents, communications, and records dealing with the processing of a grievance

will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

7. While the grievance procedure is being pursued, the District resolution of the existing problem shall be followed until a final decision of the matter is reached.
8. Grievants will not be approached by any employee or Association representative during student contact time to discuss or handle grievances.
9. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent in writing.
10. In the event a grievance is filed at such a time that it cannot be processed through all levels of procedure by the last working day of the school year, the time limits set forth herein will be reduced so that the procedure may be completed prior to the end of the school year, or as soon thereafter as it is practical.
11. When the aggrieved is not represented by the Association at Levels I and II, the Association shall be informed of the decision and have the right to present orally or in writing its view on the grievance at Levels I and II or the Procedure.
12. In regard to any claim or complaint for which there is another remedial procedure or course established by statute or by regulation having the force of law, a grievant shall be entitled to use the grievance procedure only if he/she does not utilize in any way another remedial procedure. This does not include repugnancy claims under the EERA.
13. No grievant shall use the grievance procedure to change any practice, policy or decision of the District unless such practice, policy or decision is contrary to the specific provisions of this Agreement.
14. For the purposes of efficiency, the District or its representatives may consolidate grievances involving similar issues.

ARTICLE IV - SALARY AND HEALTH & WELFARE BENEFITS

- A. The District and the Association agree to develop and implement plans, processes and time lines, and to improve total compensation including salaries, health benefits, stipends, and working conditions.

Both parties agree that it is a priority to make compensation, stipends, health benefits and other terms and conditions of employment comparable with those of other Lake County districts.

In pursuit of the above stated goals, the parties agree that during the negotiation process, each party shall share and consider all available data regarding the above.

B. Salary Schedule

1. The salary schedule is attached as Exhibit B-1 and is part of the negotiated Agreement. Part-time teachers employed at secondary schools shall be compensated at one-sixth (1/6) of the appropriate placement on the salary schedule for each assigned teaching period.

For the 2009-10 fiscal year, and every year thereafter, unless mutually agreed upon otherwise, the salary schedule will be increased subject to availability of funds and in accordance with the procedures outlined below (a-k). For the 2009-10 fiscal year, and every year thereafter, KUSD shall make available a proportionate share of the actually funded and received new on-going Unrestricted General Fund monies (hereinafter "New Money") through net Cost of Living Adjustment (COLA), Deficit Reduction, and Equalization Funding as well as any new on-going unrestricted funding sources for the then current year as follows:

- a. The proportionate share shall be determined by dividing the prior year cost of total compensation package (salaries, payroll taxes and health benefits) of all Unrestricted General Fund funded bargaining unit members by the prior year total Unrestricted General Fund Expenditures. The resulting factor shall be multiplied by the total amount of New Money.
- b. The funds made available to the bargaining unit based on calculation above shall be applied first to funding the increased cost of health benefits for the Unrestricted General Fund funded bargaining unit members. The remainder, if any, shall be applied to an increase on the salary schedule for the same group of employees.
- c. If the proportionate share in a given year is not adequate to cover the increase in cost of the health benefits package in that year, the Rate Stabilization Reserve (KEA Insurance Reserve) shall be utilized to pay the unfunded portion of the increase in cost of health benefit package. In case the amount available in the Reserve is not adequate to cover the excess cost, the District shall pay the differential. The District and Association shall meet promptly to discuss and determine the reimbursement, if any.
- d. If the proportionate share in any given year is not adequate to cover the on-going increase in the cost of the health benefit package, the District shall pay the overage and deduct an equal amount from the proportionate share in the future year(s).
- e. The bargaining unit members funded through restricted sources shall be afforded the same increases in the Total Compensation Package as that granted to their Unrestricted General Fund funded counterparts.

- f. The application of available proportionate share funds to health benefits and/or salary schedule shall occur on October 31 or 30 days after the Governor signing the state budget, whichever occurs later. The parties shall meet on or before October 31 to review and determine the amount of proportionate share.
 - g. The step-by-step formula and a sample calculation depicting the application of the provisions of this section are attached as Exhibit D.
 - h. The formula in this section and Exhibit D may be revisited and revised by the parties in the negotiation of the successive agreement(s).
 - i. The source document in the calculation of item A and H of the formula in Exhibit D shall be a position control listing of all unrestricted general fund funded bargaining unit members as of October 14 (or the next business day if October 14 happens to be a weekend or a holiday).
 - j. Any retroactive paycheck shall be issued through the earliest feasible supplemental payroll issuance by the County.
 - k. In case the Rate Stabilization Reserve is disbanded/terminated, any funds available in the Reserve at the date of termination of the Reserve shall be distributed equally (per FTE) to then current bargaining unit members.
2. Payment of stipends will be subject to annual approval by the Board of Trustees. A copy of the request to the Board will be sent to the Association.
 3. The amount allowed for the master's degree will be one thousand dollars (\$1,000).
 4. Counselors in grades six-twelve (6-12) shall be placed on the regular step and column of the schedule with their salary increased by the daily rate for each of seventeen (17) days of service over and above the regular teaching school year, for a total work year of two-hundred (200) days.
 5. Teachers of special education, B-CLAD, adapted P.E., and reading specialist who have a clear credential in that area and are teaching in the area of the credential shall receive a nine-hundred dollar (\$900) stipend over the salary schedule for each of the above mentioned credentials. This is in addition to other stipends for which they are qualified.

Teachers hired for the 2002-03 school year and thereafter will be required to hold a CLAD/AB 1969 certificate as a condition of employment.

6. Speech Therapists, and Nurses, shall be placed on a separate salary schedule (Exhibit B-2). There will be a 2 for 1 exchange for prior experience. Work year is 190 days.
7. A teacher on special assignment is a credentialed staff member who receives compensation for duties outside of the classroom. (Compensation is shown on Exhibit

B-3) A Teacher on Special Assignment is not assigned specific students for instruction. Teacher on Special Assignment may include, but is not limited to: Curriculum Coordinator, Language Development Specialist, Educational Planning Specialist, Curriculum Coach, and Subject Specialist.

8. A certificated employee shall serve seventy-five percent (75%) of the working days in a school year in order to advance on the salary schedule. New teachers shall be placed upon the schedule as follows:
 - a. Teachers with no previous full-time contract teaching experience in grades K-twelve (K-12) shall be placed on Step-1 of the appropriate unit column.
 - b. Any teachers coming into the district shall be given credit for each year of full-time credentialed contract experience in grades K-twelve (K-12) outside the District, up to a maximum of nine (9) years. Such experience shall have taken place within the immediate past ten (10) years. As of September 18, 2000 all newly hired teachers will be placed on the salary schedule as follows:
 - 1 to 5 years of experience will be placed on step 1 of the appropriate unit column
 - 6 years of experience will be placed on step 2 of the appropriate unit column
 - 7 years of experience will be placed on step 3 of the appropriate unit column
 - 8 years of experience will be placed on step 4 of the appropriate unit column
 - 9 years or more years of experience will be placed on step 5 of the appropriate unit column
 - c. Teachers possessing a valid Designated Subjects Career Technical Education Teaching Credential, ROP Credential or Adult Designated Subjects Credential will be placed on the KEA salary schedule.
 - Years of experience for the purpose of placement on the salary schedule will be based on years of experience as documented by the CTE/ROP credentialing process and years of teaching experience. Years of experience will determine placement on steps 1-5 as stated in the KEA contract.
 - Placement on the salary schedule will begin at AB + 30
 - CTE/ROP teachers, School Nurses and Speech Pathologists may advance across

columns of the salary schedule by participating in professional development activities related to the member's area of expertise or CTE/ROP credential. For the purpose of advancing across the salary schedule 15 hours of professional development will be equivalent to 1 unit of college credit. Professional development activities used for salary advancement must be pre-approved and the hours verified by the Superintendent or his/her designee.

Newly hired teachers who have an emergency credential, or have a waiver and no clear credential, or have a clear credential and less than thirty (30) units will be placed in Column AB + 29 until they have completed their credential and earned thirty (30) or more units. Once this is done they will be placed on Step 1 of the appropriate unit column for the following year.

Teachers hired before September 18, 2000 who have emergency credentials and thirty (30) or more units or teachers who are on waivers with no clear credentials but have thirty (30) or more units will be placed on the new salary schedule. However, once they have been placed they will neither move down nor across on the salary schedule until they have completed the credential process. Once they have completed their credential, they will begin to move on the salary schedule per existing contract language.

Step 9, AB + 29 is not a step that can be moved into. It is a salary placement for existing employees, due to a prior salary placement, when the 2000/2001 salary schedule was developed. Those placed on AB + 29, Step 9 will be advanced to AB + 30, Step 5 for the ensuing year when they have completed their credential and earned thirty (30) or more units.

Teachers wishing to advance horizontally on the salary schedule must file a notice of intent to take additional units. This notice is to be filed in the district office by June 1 of the preceding school year. Verification of the earned units must be given to the payroll office on or before the first Friday of the month of September. If the employee is unable to have a transcript, a letter of verification from the college will suffice. However the transcript verifying the units must be filed prior to October 15th. Failure to meet the above deadlines will result in the same column placement on the schedule as in the previous year. The District will annually notify bargaining unit members of these provisions in May and August.

9. For income tax purposes only, the unit members' W-2 forms will show an income that is ninety-two percent (92%) of the negotiated annual salary, and the eight percent (8%) "teacher share" contribution to STRS shall be "picked up" and combined with the District's eight and one-fourth percent (8.25%) contribution, to become a sixteen and one-fourth percent (16.25%) contribution on behalf of the District to STRS. It is by this mechanism that the teacher's eight percent (8%) contribution qualifies for tax-deferred treatment. A teacher's annual salary will be determined by the salary schedule negotiated between the Association and the District. It is only for purposes of the gross annual salary reported on the W-2 forms that the teacher's annual salary shall be eight percent

(8%) less than that stated on the salary schedule.

10. Bargaining unit members may agree on voluntary basis to work beyond the required contract year.
 - a. Unit members will work no more than two-hundred and twenty (220) days per year.
 - b. Extended contracts will be paid on a per diem basis.
 - c. Extended contracts will be on a one (1) year basis.
 - d. Unit members working on extended contract will receive one (1) additional sick day for every twenty (20) days worked.
 - e. Teachers who agree to teach an intercession class will be compensated at the same hourly rate as a summer school teacher.
 - f. Unit members who choose to substitute during their vacation periods will be paid at the regular substitute rate.
11. Termination of Paid Benefits – Employees who resign at the end of the school year, or during the summer break, and/or do not return to work for the next school year, will not receive district paid health benefits after June 30.

Also, employees who accept a position with the District, and then within the first 30 days of the school year, do not report to work, withdraw their acceptance of employment, resign, or quit, will have their coverage canceled back to June 30.

If insurance premiums have been paid by the District on behalf of an employee subject to any of the above, the District will process a retroactive termination of benefits for the employee, and the employee will then be responsible for any medical bills for services rendered after June 30

The above provisions shall not apply to an employee who plans on returning to work, but suffers a health emergency after June 30, and must retire prior to the commencement of the school year.

An employee subject to any of the above may choose to pay the premiums on the benefits for the months of July and August, and continue the health benefits in effect for the months of July and August. Also COBRA qualified employees may be entitled to pay for and continue benefits under COBRA.

Non-Probationary employees who give notice of resignation or retirement prior to March 30th may retain health coverage until August 30th at District expense.

C. Medical, Dental and Vision Insurance

1. For the 2009-10 fiscal year and every year thereafter, the cost of the health benefit package shall be paid in accordance with section B-1 above. Effective July 1, 2008, each full-time bargaining unit member shall contribute \$35 per month toward their health insurance plan through payroll deductions. The amount of the contributions shall be adjusted for part-time bargaining unit members in proportion to their assignments. Such contributions shall be made through a Section 125 plan with pretax dollars.

The District shall deposit an amount equal to the employees' contributions to the health plan described above into a Rate Stabilization Reserve. The use of the funds deposited in that reserve shall be in accordance with section B-1 above. Any interest income earned by the monies in the said Reserve shall be credited to the Reserve.

The Parties agree to meet and negotiate any future contributions to the Reserve after the accumulated amount of the Reserve reaches \$800,000.

2. (Default) Should the employee fail or refuse to select a health plan, the District will notify the employee in person and the failure to select a health plan shall result in automatic enrollment in a current District offered insurance plan. Each eligible employee shall be enrolled in one of the available health insurance benefit plans offered through the district.
3. Should any employee on leave, or retiree, select a health plan, the premium for which is greater than the amount paid by the District, for health insurance plans, the employee shall, as a condition of receiving medical benefits, agree contractually to pay the difference of the unpaid portion of the premium amount.
4. For regular part-time certificated employees who are employed at least half-time, the District will pay that portion of the premium for the health insurance plan, dental plan, vision care plan, and paid prescription plan in the same ratio that their salary is to a full-time employee at the same placement on the salary schedule, provided that the employee pays the balance of the monthly premium.
5. For the purposes of the insurance plans, dependents are defined as those members of a teacher's family whom the insurance company treats as dependents for the purpose of family coverage.
6. The District need not pay for the above benefits while teachers are on unpaid leave, but the teachers may pay for the benefits if the insurance carrier will allow.
7. Everything in this paragraph applies to employees hired prior to July 1, 1994. For employees retiring from the District who have been employed by the District in a certificated position for at least ten (10) of the last fifteen (15) years immediately prior to retirement, the employee may continue receiving medical benefits through the District

with the District paying fifty percent (50%) of the monthly premium for said benefits up to age sixty-five (65) provided that the employee pays the balance of fifty percent (50%) of the monthly premium. For employees retiring from the District who have been employed by the District for at least fifteen (15) of the last twenty (20) years immediately prior to retirement, the employee may continue receiving medical benefits through the District with the District paying seventy-five percent (75%) of the monthly premium for said benefits up to age sixty-five (65) provided that the employee pays the balance of twenty-five percent (25%) of the monthly premium. For employees retiring from the District who have been employed by the District for at least twenty (20) of the last twenty-five (25) years immediately prior to retirement, the District shall pay one hundred percent (100%) of the premium for medical benefits up to age sixty-five (65). The monthly premium for said benefits mentioned above is understood to be the same as the premium paid by the District for active employees. Retirement as used in this paragraph applies only to those employees fifty-five (55) years of age or older leaving public school employment and eligible to receive STRS retirement benefits.

8. Retired employees eligible for District paid medical benefits may select from the following four (4) options: (the monthly premium for said benefits is understood to be the same as the premium paid by the District for active employees)
 - a. Participate in a current district paid medical plan;
 - b. Select and enroll in own insurance plan. Moneys will be paid directly to selected plan;
 - c. Cash payment, less applicable taxes, to be paid directly to participant.
 - d. However, provided that this is allowed by SISC III, or a successor health care provide: employees who are otherwise eligible under this paragraph, and who retire under STRS before the age of fifty-five, may pay the premium on, and continue to receive health benefits until the age of fifty-five. Upon attaining the age of fifty-five, these employees will then have the same rights under this paragraph as if the employee were fifty-five when they retired under STRS.
9. The determination as to the carrier and type of program shall be made by the District subject to the following provisions:
 - a. Prior to changing to a different carrier or type of program, the District shall notify the Association. The change shall be subject to the following provisions:
 - (1) There will be no reduction in services provided by the present coverage.
 - (2) The District will show in writing a comparison of the proposed coverage and the present coverage.
 - a. Should the Association have any concerns regarding the change, the Association

shall, within seven (7) calendar days, notify the District of its concerns. The District and the Association shall then meet and attempt to resolve these concerns. Should these concerns not be resolved, the question of whether or not the change should be made shall be submitted to a vote of the Association members.

- b. Unless the Association members vote against the change within the prescribed time period after the date on which the Association was notified, the District shall be authorized to make the change without any further communication, meeting, or negotiation regarding the subject. The prescribed time period shall be twenty-one (21) days which must include all tracks and have no less than five (5) school days on any track.
- c. During winter, spring, or summer vacation, the Association may notify the District that it needs more time to consider the change, specifying the time needed. The time extension shall not exceed the vacation period. The change will not be made during this period.

ARTICLE V – EMPLOYEE TRANSFERS AND REASSIGNMENTS

A. Voluntary Transfer/Reassignment

1. Definitions

- a. A transfer is the movement of a unit member from one (1) District school to another District school.
- b. A reassignment is the movement of a unit member from one (1) subject area to another subject area or one (1) grade level to another grade level at the same work location.
- c. Voluntary means employee-initiated.
- d. Seniority for the purposes of this Article will be based on the first day of work in the District.
- e. If changing student enrollment causes movement of a unit member from a grade level to a combination class which includes the grade level previously taught, it will not be considered a reassignment. Such reassignments will be equitably rotated among staff, starting with the least senior member.

- 2. A unit member may submit a request for transfer/or a reassignment any time, whether or not a vacancy exists. A unit member may submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.

- a. Transfer request will be submitted to the Superintendent on the District's transfer

- request form by May 1st.
- b. A reassignment request will be submitted to the building principal by May 1st. The site principal will notify the staff of vacancies by May 1st.
3. All requests for voluntary transfer shall be considered by the District Superintendent, on the basis of the following criteria:
- a. Teacher holds a valid credential allowing service in the subject area or grade level for the requested transfer.
 - b. A teacher has demonstrated success, in the Konocti Unified School District, in teaching at requested grade level or a similar grade level or subject matter in the past. (for the purpose of this Article, at the elementary level, "similar" shall mean any grade within the K-6 range)
 - c. Evidence will be based upon satisfactory evaluations.
 - d. The teacher has met the District requirements for this particular grade level or subject area and meets the overall needs of the school as evidenced by the successful demonstration of I-IV of the "District Standards for Instruction and Evaluation" and the "Evaluation of Overall Performance of Classroom Teachers."
 - e. Once the criteria set down in 3a-d have been met, the voluntary transfer will take place.
 - f. In the event that the teacher has not taught the requested grade level/subject area or a similar one; or satisfactory evaluations are not on file with the District, and the receiving principal has concerns as to the teacher's potential to succeed in the requested assignment, either the teacher or principal may request, within 10 days, that the principal perform an observation of the teacher in order to address those concerns. This observation will take place at a mutually agreed upon place and during a specified window of time. There will be a pre-observation meeting at which the principal will clearly explain what their concerns are and what they will be looking for during the observation. The principal may make more than one visit during the agreed upon window of time. There will be a post-observation meeting at which the principal will share with the teacher the results of the observation. If the principal's concerns have been satisfied, the principal will notify the superintendent and the transfer will take place. If the principal has determined that the teacher lacks the necessary preparation for this assignment, the principal will then identify the District requirements and assist the teacher in developing a training plan to meet those requirements. When the teacher has made satisfactory progress as defined in the plan, the teacher would then be eligible for a similar transfer.
 - g. Unit members shall have the right to appeal the judgment of the site principal to the District Superintendent.

- (1) Said appeal must be made within five (5) days of the transfer denial.
 - (2) The Superintendent shall render a judgment on the appeal within five (5) school days.
 - (3) In the event of a disputed transfer, the position will not be filled until five (5) days after the Superintendent has notified the unit member of his/her decision.
 - h. Probationary teachers who request a transfer must have the concurring approval of both principals.
 - i. In the event that two (2) teachers apply for the same position and meet the criteria set down above, the teacher with the greatest seniority will have their transfer request granted.
 - j. No more than two (2) voluntary transfers will be granted to an employee during a calendar year.
4. All requests for voluntary reassignments shall be considered by the building principal on the basis of the following criteria:
- a. Teacher holds a valid credential allowing service in the requested grade level.
 - b. A teacher has demonstrated success in teaching at the requested grade level or a similar grade level in the past. (K-6 & 7-12)
 - c. Evidence will be based on recent satisfactory evaluations.
 - d. The teacher met the District requirements for this particular grade level or subject area and meets the overall needs of the school as evidenced by the successful demonstration of I-IV of the "District Standards for Instruction and Evaluation" and the "Evaluation of Overall Performance of Classroom Teachers".
 - e. Once the criteria set down in 4a-d have been met, the voluntary reassignment will take place.
 - f. In the event that the teacher has not taught the requested grade level/subject area or a similar one, or satisfactory evaluations are not on file with the District, and the principal has concerns as to the teacher's potential to succeed in the requested assignment, either the teacher or principal may request, within 10 days, that the principal perform an observation of the teacher in order to address those concerns. This observation will take place at a mutually agreed upon place and during a specified window of time. There will be a pre-observation meeting at which the principal will clearly explain what their concerns are and what they will be looking for during the observation. The principal may make more than one visit during the agreed upon window of time. There will be a post-observation meeting at which the principal will share with the teacher the results of the observation. If the principal's

- concerns have been satisfied, the principal will notify the superintendent and the reassignment will take place. If the principal has determined that the teacher lacks the necessary preparation for this assignment, the principal will then identify the District requirements and assist the teacher in developing a training plan to meet those requirements. When the teacher has made satisfactory progress as defined in the plan, the teacher would then be eligible for a similar reassignment.
- g. Unit members shall have the right to appeal the judgment of the site principal to the District Superintendent.
 - (1) Said appeal must be made within five (5) days of the reassignment denial.
 - (2) The Superintendent shall render a judgment on the appeal within five (5) school days.
 - (3) In the event of a disputed reassignment, the position will not be filled until five (5) days after the Superintendent has notified the unit member of his/her decision.
 - 5. Mid Year Vacancies –If a vacancy occurs mid year it will be considered a temporary vacancy until the end of that school year. The vacancy will be posted so staff may request a transfer. A response to the request for transfer will be made within ten (10) days of the closing of the posting, however the teacher may not move into the vacant position until the beginning of the next school year. In the meantime, a temporary employee will be hired to fill the vacancy until the end of the school year.
 - 6. In such cases where the filling of a position with a voluntary transfer/ reassignment applicant would necessarily result in the displacement of another teacher, the voluntary transfer/reassignment shall not be honored.
 - 7. If a voluntary transfer/reassignment request is denied, the teacher shall be provided with the reasons for the denial. If requested, such reasons shall be set forth in writing.
 - 8. Transfer/reassignment requests shall not be denied arbitrarily, capriciously, or without basis in fact.
 - 9. Unit members returning from leave shall be offered all rights provided under this section.
 - 10. When a shift in student population from one site to another site results in a loss of unit member positions, unit members at the site with the decreasing enrollment will be accorded first priority for filling any new or vacant positions at the school or schools to which the students are being placed.
 - a. A vacancy will not be determined until grade/subject area teachers have been given the opportunity to follow their grade/subject area position to the site with increasing enrollment.

- b. In the event two (2) or more unit members wish to follow their position to the site with increasing enrollment, seniority will determine who will be placed at that site.

11. Posting Requirements

- a. Should a vacancy occur during the school year, advertisement of that vacancy or vacancies will be sent to each school within the District and be posited for ten (10) days prior to application deadline.
- b. During vacation time, notice of vacancies will be posted at the district office. Unit members requesting a transfer should file such request at the district office by May 1st. In the event that such a vacancy occurs, the District will notify the unit member. Unit members requesting a reassignment should file such request with site principal by May 1st.
- c. Nothing in the Agreement shall prevent the District from advertising a position outside the District during the ten (10) day posting. However, the District will give priority to unit members before outside candidates will be considered.

B. Involuntary Transfer/Reassignment

All involuntary transfers/reassignments shall be initiated by the District or the site principal only when it is necessary to do so in order to fill vacancies with available staff. Reasons for such involuntary transfers/reassignments would include, but not be limited by, a decrease in the number of students, which requires a decrease in the number of unit members; elimination of program(s) and/or funding; school closing; or a shift in student population, which necessitates the elimination of one (1) class and/or the creation of another. The District shall seek volunteers prior to making any involuntary transfer/reassignment. Such transfers/reassignments shall not be punitive or disciplinary in nature.

- 1. A teacher, to be involuntarily transferred/reassigned, shall have the right to indicate preferences from a list of all District vacancies excluding the prior year's assignment.
- 2. All involuntary transfers shall be determined in accordance with seniority as a teacher in the District, allowing for the appropriate credential. Teachers with the least district seniority shall be transferred first. All involuntary reassignments shall be determined in accordance with district seniority at the affected grade level(s). Teachers with the least district seniority will be reassigned first.

Teachers with tenure and currently employed in grades K-6 will not be involuntarily transferred/reassigned to grades 7-12, and teachers with tenure and currently employed in grades 7-12 will not be involuntarily transferred/reassigned to grades K-6 even if they hold an enabling credential. Should transfer/reassignment occur, these affected personnel will have first transfer rights to return to their prior site for the current school year.

- 3. Upon request, a teacher who is involuntarily transferred/reassigned shall be given the

- written reasons for the impending transfer/reassignment.
4. An involuntary transfer/reassignment shall not result in the loss of compensation, health and welfare benefits, or seniority.
 5. If a teacher is to be involuntarily transferred for a CLAD/AB 1969 certificate requirement, the following steps will be used:
 - a. meeting with affected teachers and principals
 - b. ask for volunteers
 - c. use involuntary transfer language in the contract or give the teacher the option to take the training to become certified by the end of the first year. Training option is only available if allowed by the Coordinated Compliance Review Process.
 6. Reduction in Force Notice timelines; first notice is to be served on or before March 14th and second notice is to be served on or before May 14th.

ARTICLE VI - HOURS OF EMPLOYMENT

- A. The hours of employment of the District's full-time bargaining unit members shall be sufficient to meet their professional duties. During the hours of employment, employees shall perform those duties assigned to them by the building principal or his/her designee or immediate supervisor.
- B. Teachers are required to report for duty no earlier than thirty (30) minutes before the start of the normal school day and remain no longer than thirty (30) minutes after the close of the school day except in the following situations:
 1. Teachers may be required to attend faculty meetings. Faculty meetings may not be held more than sixty (60) minutes before the normal school day or for more than sixty (60) minutes after the close of the normal school day (after students normally leave). Faculty meetings shall not exceed one (1) per week, except in emergencies.
 2. Teachers may be required to perform extra duties pursuant to Paragraph P below.
 3. Teachers may leave at the end of the instructional day before holidays and on minimum days specified in Paragraph J.1, provided that those teachers previously scheduled to supervise students pending arrival and boarding of school buses shall remain until the end of the duty period. After-class supervision of students pending arrival and boarding of school buses should not exceed the normal contact day, thirty (30) minutes after the instructional day, and shall be distributed as equitably as possible. The teacher shall cooperate with the site administrators to see that any after-class supervision needs are covered on an equitable basis.
- C. All bargaining unit employees are entitled to a thirty (30) minute duty-free lunch.

- D. During the hours of employment, an employee shall remain on the school premises unless permission to leave has been given by the building principal or his/her designee, or the employee has been otherwise directed by the Superintendent or Assistant Superintendent. Employees may leave the school premises during the employee's duty-free lunch unless the building principal or his/her designee determines that there are special circumstances that require the employee's presence on the school premises and notifies the employees as to the special circumstances. An employee shall not leave the school premises during the duty-free lunch period without first signing out at the office.
- E. The high school teachers shall have no more than six (6) periods of student contact per day plus one (1) period for preparation and planning.
- F. The middle school teachers shall have no more than six (6) periods of student contact per day plus one (1) period for preparation and planning.
- G. Teachers in grades 7-12 that teach academic subjects (i.e., English, social studies, math, science, and foreign language) will not have more than four (4) different academic preparations in the schedule unless mutually agreed upon.
- H. The period for preparation and planning for both senior and middle school teachers shall not be the same period for all the teachers unless changed by mutual agreement of both parties to the contract.
- I. Teachers assigned a Special Education caseload may be released up to 4 days each year to work with the ESS staff on IEP's and other management and instructional issues. The release time must be requested by the teacher and with the approval of the Director of Educational Support Services in concurrence with the site principal.
- J. The instructional school day (starting and dismissal times for students) shall be set by the Board of Trustees for regular, minimum, and inclement days.
 - 1. Minimum days shall fall at the following times:
 - a. Schools on traditional calendars: the last day of school in June, the day before Christmas vacation and one (1) other day to be established when the calendar is negotiated.
 - b. Schools on year-round schedules will have a minimum day at the end of each twelve- (12) week teaching term to facilitate student transition, and the day before Christmas vacation.
 - c. Grades K-8 – six (6) days, to be determined jointly by school sites, to be used for parent conferences.
 - d. Grades 9-12 – three (3) days at the end of each semester on which final examinations

are given. These days are selected for the purpose of facilitating the correction of semester examinations.

2. Bargaining unit members shall not be required to remain on campus after the conclusion of the minimum instructional days except as specified in Paragraph B.3 above.
 3. The District, at its discretion, may establish additional minimum days for student attendance but with required teacher attendance for a full day for the purpose of staff development and curriculum work. The District shall consult with KEA prior to the establishment of any such additional minimum days. If such minimum days would require an increase in the teacher instructional time, such an increase will be subject to the negotiation process.
 4. The school calendar is negotiable. If an agreement is not reached by the end of the preceding year, the District will adopt the calendar.
- K. "Inclement Days" are days in which the Superintendent declares the schools closed because of snow, flooding, inclement weather, or other conditions which, in the judgment of the Superintendent, require the closing of school.
1. Should the Superintendent call an inclement day after the minimum day requirements of state law have been met, the day is counted as a paid teacher day.
 2. The teachers may leave at the end of the inclement day called by the Superintendent after the students have left.
 3. The District shall apply for a waiver from the state. If the waiver is granted to allow this, the inclement day may count as an instructional day. If the waiver is not granted, the District, after consultation with KEA, may add additional minutes to other school days to maintain the longer day and year minutes required by law and agreed to in this contract, or may utilize a predetermined snow day established in the calendar.
- L. Required pre-school work days shall number three and one-half (3 1/2) for those teachers who were not employed the immediate preceding school year by the District.
- M. Required pre-school work days shall number two and one-half (2 1/2) for those teachers employed the preceding school year by the District. Should the teacher choose to prepare their room prior to those two and one-half (2 1/2) days, that teacher will notify the site principal prior to those two and one-half (2 1/2) days that their room is ready and, their attendance for the one-half (1/2) day will not be required.
- N. Faculty meetings, work days, and in-service training held during the two and one-half (2 1/2) days set forth in Paragraph-M shall be limited to a total of five (5) hours unless the teachers at each site, by majority vote, agree to increase the maximum time for a faculty meeting. (Meetings are not recommended for the one-half (1/2) pre workday.)

- O. At least two (2) weeks prior to the close of school or prior to vacation in a multi-track year-round school, the principal or building supervisor shall furnish the checkout requirements to all certificated employees covered by the contract. The principal shall release teachers from duty upon completion of the checkout requirements for that school.
- P. Adjunct duties are those assignments which may fall outside of classroom instruction, including but not limited to back to school nights, open house, child study teams; supervision of student activities and other assignments mutually agreed upon by the principal and the staff at the beginning of the year. The faculty and the site administrator will work together to distribute adjunct duties as reasonably and as equitably as possible.
- Q. Extra duties are voluntary and will be compensated by the District according to the schedule set down in Exhibit C. The District and KEA will mutually agree as to what duties shall be included for compensation and the amount of compensation.

R. Instructional Time

- 1. There shall be one-hundred and eighty (180) instructional days plus those other work days at which teachers work and students are not in attendance. The total number of work days for new teachers shall be one-hundred and eighty-three and one-half (183 1/2) days, and the total number of work days for those teachers employed the preceding school year by the District shall be one-hundred and eighty-two and one-half (182 1/2) days.
- 2. If the requirements of state law have been met for full apportionment funding, five (5) staff development days shall be allowed within the one-hundred eighty (180) day instructional calendar. This will result in one-hundred seventy-five (175) instructional days and five (5) staff development days. Staff development days, unless otherwise agreed to, are defined as days where teachers work a "normal duty day" but students are not present.
- 3. Annual student instructional minutes: **kindergarten**, thirty-seven thousand, eighty (37,080) minutes; **grades 1 to 3**, fifty-two thousand, twenty (52,020) minutes; **grades 4-5**, fifty-five thousand, one-hundred forty (55,140) minutes; **grades 6 to 8**, fifty-eight thousand, five-hundred forty-eight (58,548) minutes; **grades 9-12**, sixty-six thousand, one hundred twenty (66,120) minutes. Instructional minutes shall not be increased unless by mutual agreement of the Association and the District.
- 4. The regular duty day for unit members as defined in Paragraph-B of this Article working a one-hundred eighty (180) day instructional year shall not exceed seven (7) hours and two (2) minutes for K-5, seven (7) hours and forty (40) minutes for 6-8, and seven (7) hours and fifty three (53) minutes for 9-12 unless by mutual agreement by the Association and the District. The District may make adjustments in the duty-day in order to accommodate transportation and other unforeseen conditions as long as the total time is not increased.
- 5. Teachers on multi-track year-round calendars may work less than the number of days set

down in number 1 above. However, the actual number of instructional minutes shall not be less than those required in Education Code 46201 for longer day incentive. Teachers working less than one-hundred and eighty (180) instructional days shall have increased instructional contact time and duty day to be comparable with teachers on a one-hundred and eighty (180) day calendar.

- S. Bargaining unit members working at a school with a multi-track year-round calendar shall meet with the principal to mutually agree upon track selections. In the event that the agreement between the teachers cannot be reached, bargaining unit members with the greatest seniority in the District will then be given first choice of track.
- T. The District may request employees assigned to a multi-track year-round site to work different attendance days than those on the traditional year calendar without change in the number of work days. Employees who agree to do so may rescind such agreement on a yearly basis.

ARTICLE VII - CLASS SIZE

- A. Class size is to be determined as the total number of students enrolled as follows:
 - 1. Kindergarten and grades one (1) and two (2) – An average class size district-wide of twenty-seven (27) with a maximum of twenty-nine (29) in any one class.
 - 2. Grades Three (3) through five (5) – an average class size district-wide of thirty (30) with a maximum of thirty-two (32) in any one class.
 - 3. Grades six (6) through twelve (12) will have a maximum enrollment in any one class of thirty-three (33) except as follows:
 - a. Physical education classes shall not exceed forty (40) students per teacher.
 - b. Band, Chorus and Drama class size limits shall be determined by mutual agreement of the teacher and the principal.
 - c. Classes requiring specialized student work stations shall be limited by the number of work stations. These classes and number of specialized work stations must be agreed upon by the principal and the teacher. If agreement is not reached an appeal can be made to the Superintendent for the final decision.
 - 4. Special education classes shall not exceed state mandates. Special day classes/ handicapped (L.H.) shall not exceed eighteen (18) students. In the event of class size exceeding eighteen (18), Paragraph-C below becomes operative. Special Day Class/Emotionally Disturbed (SDC/ED) and Special Day Class/Severely Handicapped (SDC/SH) class size shall be a maximum of fourteen (14) students with an optimum size of ten (10) students. In the event class size exceeds ten (10) students, paragraph C

becomes operative and Special Education Local Plan Area (SELPA) will be petitioned for additional funding to mitigate the class size problem.

- B. Class size provisions are not operative prior to the thirty-fifth (35th) day after the start of the school year. Staff members at the high school will be involved in developing the master schedule to allow school site teams to resolve class size problems. Involvement of staff will not delay or affect the principal's decisions on the development of the master schedule. However, the operative date would not preclude the conference provisions in Paragraph-C from being in effect. Class size will be determined by the number of students on the class register upon review by the principal.
- C. In the event that the class size exceeds the above limits, a conference between the affected teachers, the building principal, a representative of the Association, and the Superintendent or his/her designee may be called by any of the parties listed above to develop a mitigation plan to resolve the problem. Such resolution need not be limited to classroom availability. One option may be additional compensation for the affected teacher(s) (see section 5 below).
 - 1. In addition, either the principal or the teacher may initiate the procedure in this section if the class size is one (1) less than the maximum class size established in Paragraph-A and it appears reasonably certain that class size will exceed the above limits in a brief amount of time.
 - 2. Should a regular education classroom teacher consider class size limits have been compromised due to mainstreaming, the teacher may initiate the procedure in this section.
 - 3. If the problem is not agreeably resolved within twenty (20) school days from the initial conference, the Superintendent shall make a decision as to the reasonable response. Upon request, the Superintendent's response shall be set down in writing.
 - 4. In the event that there is no available classroom suitable to house the additional students, the provisions of this Article will not be deemed to be violated as long as the District is making a reasonable effort to resolve the problem.
 - 5. Additional Compensation
 - a. Notwithstanding Section 45028 of the Education Code, the public school employer and the exclusive representative shall, upon request of either party, meet and negotiate regarding the payment of additional compensation based upon criteria other than years of training and years of experience.
 - b. If monetary compensation is chosen by the team as mitigation for class size average, compensation will be as follows:
 - (1) High School and Middle School compensation will be \$1.00 per student, per day, per period over the contract limit.
 - (2) Elementary compensation will be \$6.00 per student (4 – 6), per day over the

- contract limit.
- c. Compensation goes into effect on CBEDS and is retroactive to the day the class was over contract limit.
- D. Intra-district transfer of K-5 students will be made in accordance with the provisions of this Article. The teachers involved in such transfers will be notified prior to transfer.
- E. Before programmatic changes at a site are made which result in class sizes over class size limits, mitigation if any must be discussed and agreed upon.

ARTICLE VIII - LEAVES

The leaves herein are granted in compliance with the minimum requirements of the Education Code. These days are not in addition to the days required by the Education Code unless specified in this Article.

A. Sick Leave (Pursuant to Education Code Section 44978)

1. Every full-time bargaining unit employee shall be entitled to ten (10) days of paid sick leave per school year, earned on July 1 of each year. Part-time bargaining unit employees shall be granted a pro-rated share of sick leave entitlement. Said leave is to be used solely for illness or other physical disability preventing the employee from performing his/her duties, except as provided in Section K of this Agreement.
2. Unused sick leave shall accrue from school year to school year, as provided by law, and may be used at any time during the school year subject to the requirements of this Article.
3. Verification
 - a. The District shall require that the employee provide written verification by a physician of the employee's incapacity if the employee has been on sick leave for five (5) or more consecutive days.
 - b. The District Superintendent may require written verification by another person (medical preferred) of the employee's incapacity for less than five (5) days if he/she has reasonable grounds to believe that verification is appropriate under the circumstances.
4. The District shall provide, no later than October 15 of each school year, each teacher with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year.
5. Salary deductions may be made for illness or accident beyond the days covered by full pay sick leave or upon failure to provide the required verification unless as provided in

this bargaining agreement.

B. Catastrophic Leave Policy

Certificated employees may donate eligible sick leave credits to an employee when that employee or a member of his/her family suffers from a catastrophic illness or injury. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee and/or the family member for an extended period of time. Catastrophic leave shall be granted when the employee has exhausted his/her sick leave and additional leave is needed.

Eligible sick leave credits may be donated to another certificated employee for a catastrophic illness or injury if all of the following requirements are met:

1. The employee who is, or whose family member is, suffering from a catastrophic illness or injury, or his/her designated representative, requests the District personnel office that eligible sick leave credits be donated. The employee shall provide verification from a physician that such a catastrophic illness or injury exists and that it will keep the employee out of work for an extended period of time.
2. The Superintendent or his/her designee has determined that the employee is unable to work due to the employee's or his/her family member's catastrophic illness.
3. Any employee using catastrophic leave days pursuant to this policy may not use such leave days for a period to exceed one-hundred and eighty-three (183) days or twelve (12) consecutive months.
4. The employee has exhausted all accrued paid leave credits.

If the transfer of eligible leave credits is approved by the District, any certificated employee may, upon written notice to the personnel office, donate eligible sick leave credits in increments of one (1) day subject to the following provisions:

1. All transfers of eligible sick leave credit are irrevocable.
2. Donations by employees may not exceed a cumulative total of one-hundred and eighty-three (183) days for any designated employee suffering from a catastrophic illness or injury.
3. Once sick leave days have been transferred, these days then belong to the designated employee; however, such days may not be used for service credit for retirement with STRS, nor may they be used for personal necessity except in the case of death or serious illness of a member of his/her immediate family.
4. The transfer of all such sick leave days will be done in a confidential manner so that the recipient will not know the donor.

5. The District and KEA will establish regulations and procedures to allow such donated sick leave days to be used by the designated employee based upon immediate leave.

C. Five Months Partial Paid Sick Leave (Education Code Sections 44977 and 44983)

1. If a bargaining unit member has utilized all accrued sick leave and is still absent from duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid the substitute employed or fifty percent (50%) of the bargaining unit member's salary, whichever is less. If no substitute is employed, then the amount of salary deducted in any month shall not exceed the sum which would have been paid the substitute employed, or fifty percent (50%) of the bargaining unit member's salary, whichever is less. The school district shall make every reasonable effort to secure the services of a substitute employee.
2. The five (5) school months shall not include the ten (10) days of sick leave for the year in which extended partial payment sick leave is taken. Partial pay will be made after the utilization of accrued sick leave for past years.

D. Bereavement Leave

Bargaining unit members are entitled to a leave of absence, not to exceed three (3) days; or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from other leaves.

Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, step relative, or any relative living in the immediate household of the employee, or foster parent or foster child approved by the court or surrogate relative.

E. Jury Duty and Court Appearances

Leave of absence to serve on a jury or to appear as a witness in court other than as a litigant shall be granted with no loss in pay provided the employee endorses any fees received to the District. (Education Code Section 44036) Upon being served with a subpoena, the employee shall say to the process server, "I demand the \$150 agency fee for the School District, and my witness fees."

F. Leave Without Pay

Leave without pay may be granted by the Superintendent for a period not to exceed one (1) week. Leaves without pay for greater periods of time may be granted only by Board action. (Education Code Section 44962)

G. Maternity Leave (Pursuant to Education Code Section 44978 and 44965)

1. Any bargaining unit member who is required to be absent from duty because the member is pregnant, has miscarried, has given birth, or needs to care for an infant is entitled to an unpaid leave of absence. The length of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancies, miscarriage, childbirth, and the recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan. Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be paid leaves of absence to the same extent as leaves for illness, injury or disabilities.
2. The employee may return to her position with the school district when her attending physician determines that she is able to completely fulfill her assigned duties. A statement from the attending physician verifying the health status of the employee and the ability to return to employment shall accompany the request for reinstatement.
3. A maternity leave shall not be construed as a break in the continuity of the two (2) year period of service required for achieving permanent status.
4. The actual time off during a maternity leave, however, shall not be considered as employment nor will the time contribute toward fulfillment of the two (2) consecutive years of service.
5. Probationary employees on maternity leave who have completed seventy-five percent (75%) of the teaching days in one (1) school year, exclusive of the leave period, shall have the year's credit toward permanent status.
6. No credit shall be permitted for time spent on maternity leave including step advancement on the salary schedule or service, except as otherwise provided by law.
7. Any employee shall have the right to utilize sick leave provided for in this section for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

H. Family Care and Medical Leave

1. The District shall comply with the Family Care and Medical Leave Act (GC 12945.2) as follows:
2. This leave is separate from, and in addition to, maternity leave provided in Article VIII-G of the contract.
3. Every bargaining unit member is entitled to an unpaid leave of absence for the following reasons:

- a. the employee's own serious health condition, or
 - b. the serious health condition of a family member, or
 - c. the birth, adoption, or acceptance of placement of foster care of a child of the employee.
4. For purposes of this leave, "serious health condition" shall refer to an illness, injury, impairment, or physical or mental condition that involves continuing treatment or supervision by a health care provider, whether inpatient or outpatient in nature.
5. "Family member" shall include any spouse, parent or child, regardless of whether the family member lives in the home or is natural, adopted, step, or in-law. "Family member" shall also include any member of the household occupying the same residence as the bargaining unit member regardless of relation.
6. To the extent possible, the employee shall provide the employer reasonable advance notice of the need for the leave and the dates of the leave. "Reasonable" shall be defined as follows:
 - a. Two (2) weeks,
 - b. Or, as soon as the employee is aware of the need for the leave.
7. The length of the leave shall not exceed twelve (12) work weeks, and shall be limited to the amount of time that the employee needs to provide care or the duration of the employee's own serious health condition, as provided by the law. The Superintendent may require certification according to the procedure set forth in the law if he/she believes that there are grounds that certification is appropriate under the circumstances.
8. Intermittent or reduced leave must be approved by the Superintendent or School Board and is subject to Paragraph-6 above.
9. During the Family Care and Medical Leave period, the employee shall retain his/her original date of first paid service for seniority purposes; however, the employee shall not continue to accrue days of service for purposes of obtaining permanent or probationary status.
10. The employee shall continue to receive paid health benefits, subject to the provisions of the law.
11. Upon granting the leave requested, the District guarantees re-employment in the same or a comparable position except as provided by law.
12. A bargaining unit member, while on Family Care and Medical Leave, who gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the first work day following the originally expected expiration date of the leave,

except as mutually agreed between the employee and the District.

13. A bargaining unit member may, but is not required to, substitute any accrued paid leave for unpaid Family Care and Medical Leave. However, should the employee use sick leave, personal necessity, or other types of paid leave for a Family Care and Medical Leave situation, these days will be counted against the twelve (12) weeks of unpaid Family Care and Medical Leave. Except as required by law for pregnancy leave, Family Care and Medical Leave is concurrent with all other leaves accorded a unit member under this Agreement.

I. Military Leave

Bargaining unit members who enter the active military service within the meaning of Education Code Section 44800 shall be afforded the rights and benefits which are provided by the California Education Code or by other state or federal statutes.

J. Industrial Injury Leave

The Board of Trustees of the Konocti Unified School District hereby specifically limits the school district's liability for industrial accident or illness leave to the minimum provisions mandated by Education Code Section 44984.

1. Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under Workers' Compensation laws of this state, exceed the normal wages for the day.
5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
7. When entitlement to industrial accident or illness leave has been exhausted, other sick leave acquired under Education Code Section 44978 will then be used. If any employee is receiving Workers' Compensation, he/she shall be entitled to use only as much of his/her available sick leave, or other available leave which, when added to the Workers' Compensation award, provided for a full day's salary.

K. Educational Improvement and Related Purposes Leave:

1. Leave for professional improvement, travel, research, writing, exchange teaching, Peace Corps service, and similar purposes of benefit educationally to the staff member and the school district may be granted without pay for a period not to exceed one (1) year.
2. Reasonable extension of the leave may be granted by the Board upon recommendation of the Superintendent.
3. Paid leave for professional improvement may be granted for year-round teachers for up to ten (10) days per year if the class/workshop is necessary for obtaining a clear credential and is approved by the site principal.

L. Personal Necessity Leave (Education Code Sections 44978.5 and 44981)

1. A bargaining unit employee may use no more than ten (10) days of accumulated sick leave per school year in case of personal necessity. Advance notice should be given to the principal whenever possible.
2. For the purpose of this section, "personal necessity" is defined as:
 - a. death or serious illness of a member of the employee's immediate family,
 - b. accident, involving the person or property of the employee or his/her family,
 - c. an emergency requiring the response of the employee during normal working hours,
 - d. a court appearance as a litigant,
 - e. health care of a family member or other person residing in the household,
 - f. the death of a friend or relative not included in the Bereavement Leave,
 - g. a special ceremony (such as a funeral, wedding, graduation, or honor awarding achievement) of a friend or a family member,
 - h. five (5) of the days may be taken for compelling personal reasons which cannot be dealt with other than during the employee's working hours and is not a violation of Paragraph-3 below.
3. For the purpose of this section, "personal necessity" shall not include:
 - a. pursuit of business, financial, or economic interests of the employee, except under Paragraph-5 below,

- b. vacation or other recreational pursuits.
- 4. The Superintendent or his/her designee may grant a waiver allowing personal necessity days to be used for a specific business, financial or economic interest.
- 5. The Board of Education may, at their sole discretion, extend those days by resolution in an individual case.
- 6. Misuse of personal necessity leave may result in disciplinary action.

M. Sabbatical Leave (Education Code Sections 44966 – 44973)

- 1. The Board may grant a member a leave of absence not to exceed one (1) year for the purpose of permitting study or travel which will benefit the District.
- 2. Bargaining unit members must have been employed by the District for seven (7) consecutive years before they can request a sabbatical leave.
- 3. If the Board grants a request for sabbatical leave, the Board shall pay one-half (50%) of the member's salary for the period of the leave. Compensation shall be paid to the member while on the leave of absence in the same manner as if the member were working in the District.
- 4. Every member, as a condition of being granted a sabbatical leave, must agree in writing to render a period of service which is equal to twice the period of the leave.
- 5. The member may contribute to the District the full costs of health and welfare benefits during the sabbatical leave, or be dropped from coverage by the District.
- 6. Applications for sabbatical leave must be filed with the District no later than April 15 for leaves affecting the fall semester or full school year. Applications for sabbatical leave must be filed with the District no later than October 10 for leaves affecting the spring semester. Notification of final judgment on sabbatical leave shall be given within one (1) month of filed application date.
- 7. All applications for sabbatical leave must be filed in writing with a specific listing of the reasons for the leave, a specific listing of what will be accomplished during the leave, and a specific listing of how the leave will benefit the District.
- 8. Prior to return from a sabbatical leave, the member must file a written, detailed report with the District concerning evidence of how the stated accomplishments in provision 7 were satisfied.
- 9. At the expiration of the sabbatical leave, the member, unless otherwise agreed to, shall be reinstated in the position held at the time of the granting of the leave.

N. Reinstatement Following Leave of Absence

Members returning from a leave of absence shall not suffer a loss of seniority. Such members shall be guaranteed full reemployment except as follows:

1. The member shall be subject to layoff, or dismissal, to the same extent as a member who has not taken a leave of absence.
2. A part-time member will only be provided with a part-time position.
3. Time taken as leaves of absence shall not count towards advancement on the salary schedule.

ARTICLE IX - TEACHER EVALUATIONS

A. The District retains sole responsibility for the evaluation and assessment of the job performance of each bargaining unit member and, except as required by law, the implementation and administration of the procedures for such evaluation and assessment is solely within the discretion of the District. For the purposes of this article, both parties agree that the following terms are to be defined as follows:

1. Formal Observation - a period of inspection during which the observer records information relating to the employee's job performance.
2. Assessment - the professional interpretation of the observer's written observation records by the observer relating to the District's performance standards.
3. Evaluation - the professional conclusion by the observer, based upon the observations and stated in writing, regarding whether or not the employee acceptably meets District standards.

B. Evaluation Procedure to Assess Employee Competency

When developing and adopting objective evaluation and assessment guidelines pursuant to Section 44660, a school district may, by mutual agreement between the exclusive representative of the certificated employees of the school district and the governing board of the school district, include any objective standards from the California Standards for the Teaching Profession if the standards to be included are consistent with this article.

1. The District shall evaluate and assess employee competency as it is reasonably related to:
 - a. the progress of pupils toward the standards of expected student achievement at each grade level in each area of study,

- b. the instructional techniques and strategies used by the employee,
 - c. the employee's adherence to curricular objectives,
 - d. the establishment and maintenance of suitable learning environment within the scope of the employee's responsibilities.
 - e. additional evaluation and assessment guidelines or criteria related to an employee's assessment, job description, adjunct duties or job responsibilities,
 - f. the evaluation and assessment of employee competence shall not include the use of publishers' norms established by standardized tests.
2. Evaluation and Assessment made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than thirty (30) calendar days before the last school day scheduled on the school calendar adopted by the Board for the school year in which the evaluation takes place. The certificated employee shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the employee's file. Before the last school day scheduled on the school calendar, a meeting shall be held between the certificated personnel and the evaluator to discuss the evaluation.
- 3.
- a. There shall be at least two (2) Formal Observations of probationary personnel, temporary personnel, or tenured personnel on action plans. There will be a mandatory goal setting meeting with the evaluator and the teacher the first four (4) weeks of student contact. The first observation and conference will be completed by the end of the sixth week of school, or six (6) weeks after the starting date for new employees, and the second observation and conference will be completed by May 1.
 - b. Tenured personnel not on an action plan and up for evaluation shall have at least one (1) formal observation. The observation and conference shall be completed before the end of January. A goal setting meeting is optional for the evaluator for tenured personnel not on action plans.
 - c. There shall be at least one evaluation every five years for personnel with permanent status who have been employed at least 10 years with the school district, are NCLB compliant, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
4. An action plan is developed if an employee is identified by the principal as not performing his or her duties in a satisfactory manner, according to the standards prescribed by the governing board. The principal shall notify the employee in writing and describe the specific area of concern. Action plans shall not be arbitrary or capricious,

but based on specific and documented facts. Action Plans are not for teacher discipline, but rather are a tool to help a teacher meet a specific need or to correct a specific problem. Action Plans shall not be "open-ended" or "ongoing", but shall have a specific goal and target time of completion. The principal will confer with the employee in the development of the plan and assist the employee to meet the standard. Once the terms of the Action Plan have been met, the principal will note, in writing, that the goals of the action plan have been met.

5. The evaluator will meet with the employee to discuss the observation within ten (10) days following the required Formal Observations. If the evaluator wishes to include negative comments from other observations in the final evaluation, the evaluator shall discuss this observation no later than ten (10) days after it takes place.
 6. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, at least once each school year for probationary personnel, and at least every other year for personnel with permanent status. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee. In the event an employee is not performing his/her duties in a satisfactory manner according to the standards prescribed by the Board, the District shall notify the employee in writing of such fact and describe such unsatisfactory performance. The District shall thereafter confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance. When any permanent certificated employee has received an unsatisfactory evaluation, the District shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the District.
 7. An evaluation performed pursuant to this procedure which contains an unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District.
 8. The immediate supervisor, or his/her designee, shall normally conduct evaluations.
 9. Bargaining unit members shall not evaluate other bargaining unit members.
- C. The District may conduct additional evaluations, observations or assessments within its discretion.
- D. The District retains the right to prepare and utilize evaluation forms and other forms relating to the evaluation and assessment of the job performance of each bargaining unit member. The Association will be given copies of any revised forms for review and comments before implementation.
- E. Parents or guardians of pupils enrolled in the District may present informal (oral) and/or

formal (written) complaints regarding members of the bargaining units to the District. Parents or guardians should be encouraged to present informal (oral) complaints first with the employee who is the subject of the complaint, or with that employee's immediate supervisor, prior to presenting any formal (written) complaint to the District.

Informal (Oral) Complaints: No record of any informal (oral) complaint shall be placed in the personnel file of a member of the bargaining unit unless:

1. The employee's immediate supervisor or a designee conducts an investigation about the complaint and finds the complaint to be valid and based upon relevant factual information. Such investigation may include a conference with the complainant, a District representative, the employee, and the employee's representative.
2. The member of the bargaining unit has been given prior notice of the informal (oral) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten (10) calendar days) to present relevant information to his/her immediate supervisor or the Assistant Superintendent.

Formal (Written) Complaints: The employee's immediate supervisor or designee shall investigate as soon as practical any formal (written) complaint regarding a member of the bargaining unit. The complaint shall be forwarded to the member of the bargaining unit within fifteen (15) days following completion of investigation. No record of any formal (written) complaint or the complaint itself shall be placed in the personnel file of a member of the bargaining unit unless:

1. The employee's immediate supervisor, the Assistant Superintendent or a designee conducts an investigation about the complaint and finds the complaint to be valid and based upon relevant, factual information. Such investigation may include a conference with the complainant, a District representative, the employee, and the employee's representative.
2. The member of the bargaining unit has been given prior notice of the formal (written) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten (10) calendar days) to present relevant information to his/her immediate supervisor or the Assistant Superintendent along with relevant information required by the charging party.

No record of any complaint shall be kept if an investigation by the District shows that the complaint has no merit, and/or the District believes that no record shall be maintained.

Anonymous complaints shall not be processed pursuant to the provisions of this Article.

The provisions of this section shall be interpreted as policies pursuant to the requirement of Section 35160.5(a), (b), and (c) of the Education Code and shall be reviewed annually consistent with any reopener procedures in the Agreement.

F. Peer and Assistance Review Program

The Konocti Education Association and the Konocti Unified School District are continuously striving to provide the highest possible quality of education. Both parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through professional development and peer assistance, which will enhance performance of referred and/or voluntary teachers.

1. The Peer Assistance Review Panel

- a. The panel shall consist of five (5) members, the majority of whom shall be certificated teachers who are chosen to serve by the Association. The District shall choose the administrators of the panel.
- b. The panel shall establish its own meeting schedule. To meet, three-fifths (3/5) of the members of the panel must be present. Such meetings may take place during the regular teacher workday. Teachers who are members of the panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. Panelists shall be paid an annual stipend of fifteen hundred dollars (\$1,500) from Peer Assistance Review (PAR) program funds.
- c. The panel shall be responsible for the following tasks:
 - (1) provide training for panel members
 - (2) establish its own rules of procedure, including the method for selecting a chairperson
 - (3) select the consulting teachers
 - (4) select trainers and/or providers as necessary
 - (5) provide appropriate training for consulting teachers prior to their participation in the program
 - (6) select participating teachers and send written notification of participation in the PAR program to the referred participating teacher, the consulting teacher and the site principal
 - (7) make available the panel of consulting teachers for selection by the participating teacher
 - (8) distribute at the beginning of each school year a copy of the adopted rules and procedures to all bargaining unit members and administrators

- (9) establish a procedure for application as consulting teacher
- (10) determine the number of consulting teachers in any school year based upon participation in the PAR program, the budget available, and other relevant considerations
- (11) review the final report prepared by the consulting teacher and make recommendations to the school board regarding the referred participating teacher's progress in the program (i.e., the participating teacher should continue/not continue in the program)
- (12) evaluate annually the effectiveness of the PAR program in order to improve it
- d. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, panel members and consulting teaches may disclose such information only as necessary to administer this article.
- e. The District agrees to provide a defense to the Association and any Association-selected member of the panel against any claims, causes of action, damages, grievances, administrative proceedings of any other litigation arising from the Association's participation in Peer Assistance and Review.

2. Participating Teachers

- a. A referred participating teacher is one with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his/her teaching performance as a result of an unsatisfactory final evaluation as stated in the "overall administrator's comments" on the current teacher's evaluation form.
- b. A participating teacher may select his/her consulting teacher from a list provided by the peer review panel. A different consulting teacher may be selected to work with the participating teacher at any time during the process when requested to do so by the participating teacher or consulting teacher.
- c. The participating teacher has the right to be represented throughout these procedures by the Association representative of his/her choice.
- d. A volunteer participating teacher is one with permanent status who volunteers to participate in the peer review program. The purpose of participation would be for peer assistance only, and the consulting teacher shall not participate in a performance review of the volunteer participating teacher. Volunteer teachers may terminate participation at any time.
- e. Probationary teachers may volunteer or be referred by the site principal. Their participation will be based on a panel available basis.
- f. All communication between the consulting teacher and a volunteer participating

teacher shall be confidential and, without the written consent of the volunteer, shall not be shared with others, including the site principal, the evaluator or the panel.

3. Consulting Teachers

- a. A consulting teacher is one who provides assistance to a participating teacher pursuant to the PAR program. The qualifications for the consulting teacher shall be set forth in the rules and procedures, provided that the following shall constitute minimum qualifications:
 - (1) a credentialed teacher with permanent status
 - (2) substantial recent experience in classroom instruction
 - (3) demonstration of exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, a mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts, and good rapport with one's colleagues
- b. In filling a position of consulting teacher, each applicant is required to submit three (3) references from individuals with specific knowledge of his/her expertise.
- c. Consulting teachers shall be selected by a majority vote of the panel following classroom observations by the panel.
- d. A consulting teacher shall be provided release time as needed. The term shall be a maximum of three (3) years.
- e. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The consulting teacher shall continue all rights of bargaining unit members.
- f. Full time classroom teachers who serve as consulting teachers shall receive an annual stipend of three thousand dollars (\$3,000) per participating teacher whom they serve, with a maximum case load of two (2). The consulting teacher shall be allowed up to ten (10) release days for each participating teacher.
- g. Upon completion of his/her service as a full time released consulting teacher, he/she shall be returned to the same teaching position at the same site prior to working as a consulting teacher.
- h. Full time consulting teachers shall have responsibility for no more than twelve (12) participating teachers. Part time consulting teachers will have responsibility for a proportional number of teachers. Each referred, participating teacher shall receive no less than thirty-six (36) hours of assistance per semester from the consulting teacher. The consulting teacher shall assist by demonstrating, observing, coaching,

conferencing and other activities which, in his/her judgment, will assist the participating teacher.

- i. The consulting teacher shall meet with the participating teacher to discuss the PAR program, establish mutually agreed upon performance goals; develop the assistance-plan, and develop a process for determining successful completion of the PAR program. The consulting teacher shall also meet with the site principal to discuss performance goals of the referred participating teacher.
- j. The consulting teacher shall conduct multiple observations of the participating teacher during classroom instruction and shall have both pre- and post-observation conferences.
- k. The consulting teacher shall monitor the progress of the referred participating teacher and shall provide periodic written reports to said teacher for discussion and review.
- l. The consulting teacher shall continue to provide assistance to the referred participating teacher until he/she concludes that the teaching performance of said teacher is satisfactory or that further assistance will not be productive. A copy of the consulting teacher's report shall be submitted to and discussed with the referred participating teacher to receive his/her input and signature before it is submitted to the panel. The participating teacher's signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report. The consulting teacher shall submit a final report to the panel. The referred participating teacher shall have the right to submit a written response within twenty (20) days and have it attached to the final report. He/she shall also have the right to request a meeting with the panel and to be represented at this meeting by the Association representative of his/her choice.
- m. With the mutual consent of the referred participating teacher and the site principal, the results of his/her participation in the PAR program may be made available for placement in his/her personnel file and may be used in his/her evaluation.
- n. The District agrees to provide a defense for the consulting teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the consulting teacher's participation in Peer Assistance and Review.

ARTICLE X - EARLY RETIREMENT INCENTIVES

A. Half-Time Teaching Option

The selection of the "Half-Time Teaching" option requires the consent of the District. The District may, at its option, offer half-time teaching with full-time retirement credit to a unit member choosing this option.

1. Definition of half-time teaching shall be:
 - a. Equivalent of one-half (1/2) of the number of sequential days of service required by the teacher's contract and will commence on the first day of the first half of the work year or the first day of the second half of the work year; or
 - b. Equivalent to half-time employment per day for the regular school year.
2. Requirements:
 - a. The teacher must have reached the age of fifty-five (55) prior to reduced service employment.
 - b. The teacher must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full time employment.
3. Compensation:

The teacher shall be paid a salary which is the pro-rated share of the salary that would have been earned had the teacher not elected to exercise the option of reduced services employment. The teacher's STRS contribution paid by both the District and the teacher shall be the same as if the teacher taught full-time.
4. Effect on Benefits:

The District shall pay the premium for health, dental and vision benefits at the same rate that is provided full-time teachers of the same classification.
5. The requirements of Education Code Section 22713 shall be complied with, including but not limited to, the following:
 - a. The reduced workload shall be performed for a period of time, as specified in the regulations, up to and including 10 years. The period of time specified in the regulations may not exceed 10 years.
 - b. Prior to the reduction of a member's workload under this section, the employer, in conjunction with the administrative staff of the State Teachers' Retirement Plan and the Public Employees' Retirement System, shall verify the member's eligibility for the reduced workload program.
 - c. For each school year the member's workload is reduced pursuant to this section, the member shall make contributions to the Teachers' Retirement Fund in the amount that the member would have contributed if the member had performed creditable service on a full-time basis and if that service was subject to coverage under the

Defined Benefit Program.

- d. For each school year the member's workload is reduced pursuant to this section, the employer shall contribute to the Teachers' Retirement Fund at a rate adopted by the board as a plan amendment with respect to the Defined Benefit Program an amount based upon the creditable compensation that would have been paid to the member if the member had performed creditable service on a full-time basis and if that service was subject to coverage under the Defined Benefit Program.
- e. The employer shall maintain the necessary records to separately identify each member who participates in the reduced workload program pursuant to this section.

6. Request Procedures:

The teacher shall file an application for reduced services employment with the personnel office by February 1 for the following school year.

7. Return to Full-Time Employment:

The reduced-services teacher may be returned to full-time employment only with the mutual consent of the teacher and the Board.

B. Golden Handshake Option

1. An eligible unit member may request the Board of Trustees to consider opening a window within which members may retire and receive two additional years of service as provided by Assembly Bill 1207 enacted as Chapter 313.
2. If the Board of Trustees opens said window period as permitted by law, any and all retirement eligible STRS members who have at least 10 years of service with the District will be considered for the benefit.
3. The District must follow the regulations regarding demonstrating a savings over a period of time and paying for the entire cost including the administrative fee. It is agreed that the replacement teacher salary used for the calculation shall be either the actual replacement teacher salary if known, or if unknown, then the average of the salary paid to teachers new to the district during the current school year.

ARTICLE XI - JOB SHARING

A. Eligibility

All probationary or permanent certificated personnel may apply for a shared contract. The sharing of the contract may be with each employee teaching half day for the full year, a full day for half year, or any combination acceptable to the unit members involved and the site principal.

B. Application Procedure

1. A request for a shared contract must be submitted no later than March 1 of the preceding school year, unless the deadline date is waived by the Board. The request must be in writing and include the relative educational advantages to the District.
2. A shared contract is subject to approval by the Board. The approval shall be for a one (1) year period; however, it may be approved for additional periods upon submission of another written application no later than March 1, unless the deadline date is waived by the Board.

C. Conditions

1. In the event of an emergency situation (as determined by the Superintendent) when one partner wishes to end the job sharing contract, the remaining partner assumes full-time responsibilities for the remainder of the contract.
2. Persons applying for a shared contract must accept the responsibility of assuring the staff and administration of successful joint planning, communication, and compatible classroom management by including:
 - a. A calendar showing the days each teacher will teach. Any adjustment to the calendar must be in writing and approved by the site principal.
 - b. A plan showing how each member will meet the responsibility for curriculum, staff meetings, principal/teacher conferences, parent/teacher conferences, special education conferences, Back To School Night, Open House, and other non-teaching duties allocated to the staff.
3. The principal may require both employees to attend staff meetings when he/she determines that they both need to be present.
4. Both employees are required to attend the pre-school teacher work days adopted on the school calendar.
5. Unit members sharing a contract will share proportionately in non-teaching duties allocated to the staff.

D. Compensation

1. A participant in a shared contract shall receive a proportionate amount of the regular annual salary paid in equal monthly installments during the period worked.
2. The employee's salary will be based on the computed daily rate determined by that employee's position on the salary schedule adopted for the year of employment times the full days worked under the contract.

3. Members who were full-time employees prior to sharing a contract may advance on the salary schedule if they complete one-hundred percent (100%) of full-time service within two (2) years. Nothing in this section would prevent an employee who works seventy-five percent (75%) of the year on a shared contract from receiving a step advancement.
4. Each employee on a shared contract shall receive health and welfare benefits on a pro-rated basis. Should the employee choose to pay the difference in cost, they may receive full coverage.
5. Sick leave shall be pro-rated in accord with full-time employment position.

E. Return to Full-Time Position

1. Job-sharing employees will be returned to full-time employment the following year.
2. Whenever possible, unit members sharing contracts shall be returned to the position held prior to the sharing of a contract. If not, transfer provisions shall apply.
3. Employees returning to full-time status will be entitled to the same rights as any other certificated staff member in determining their assignment for the following school year.

ARTICLE XII - DUES DEDUCTION PROVISION

- A. Any unit member who is a member of the Konocti Education Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorizations after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- B. Any unit member who is not a member of the Konocti Education Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessment, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph-A of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Paragraph-A, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as

set forth in Paragraph-A of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

- C. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support Konocti Education Association/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to any one of the following non-religious, non-political, non-labor organizations, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the-Internal-Revenue Code;-including but not limited to:

1. Foundation to Assist California Teachers
2. Big Brothers/Big Sisters
3. American Field Service
4. Local Scholarship Funds
5. United Way
6. American Red Cross
7. American Cancer Society
8. American Heart Association

Such payment shall be made on or before October 1 of each school year.

- D. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Paragraph-C above, shall be made on an annual basis to the Association and the District as a condition of continued exemption from the provisions of Paragraphs-A and B above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service has been made. Such proof shall be presented on or before October 1 of each school year.
- E. Any unit member making payments as set forth in Paragraphs-C and D above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- F. With respect to all sums deductible by the District pursuant to Paragraphs-A and -B above, whether for membership dues or agency fees, the District agrees to promptly remit said monies to the Association accompanied by an alphabetical list of unit members for whom

such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

- G. The Association agrees to furnish any information needed by the District to fulfill the provisions of Paragraph-A of this Article.
- H. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit unions, and any other plans or programs jointly approved by the Association and the District.

ARTICLE XIII - DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. The only limitations on those powers and authority are the express provisions of this Agreement. The District shall not use this Article to violate any other provision in this Agreement or Education Code.
- B. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and budgetary allocation; and determine the methods of raising revenue. The Board also retains the right to hire, classify, layoff, evaluate, promote and terminate employees.
- C. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement.

ARTICLE XIV - DISCIPLINE PROCEDURE

- A. This Article was entered into pursuant to Section 3543.2(b) of the Government Code. This Article does not include the implementation of any section of the Education Code concerning the suspension or termination of any certificated employee.
- B. An employee in the bargaining unit may be disciplined by the District for just cause. The term "discipline" shall mean suspension without pay for up to and including fifteen (15) days and loss of extra compensation. The term "discipline" specifically does not include adverse or negative evaluations, warnings, directives and the implementation of other Articles in the Agreement such as the denial of any leave. The discipline imposed shall be reasonably related to the seriousness of the misconduct or shall be reasonable in light of the number and

frequency of prior incidents of misconduct by the employee. A verbal and/or a written reprimand will normally precede a discipline.

- C. Prior to the taking of discipline, the Superintendent of Schools and his/her designee shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the employee at least twelve (12) calendar days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the twelfth (12th) calendar day following the day written notice was served. Upon showing of good cause by the employee to the District, the District may not implement the discipline in provision B until the final decision is rendered by an arbitrator or a hearing officer.

The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed completed on the date of mailing. The contents of the written notice shall include at least the following:

1. A statement identifying the District.
2. A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed disciplinary action is based.
3. The specific disciplinary action proposed and effective date(s).
4. The cause(s) or reason(s) for the specific disciplinary action proposed.
5. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
6. A statement that the employee has the right to respond to the matters raised in the written notice, both orally and in writing, including the submission of affidavits, prior to the end of the twelve (12) calendar days following the date the written notice was served.
7. A statement that the employee, upon request, is entitled to appear personally before the Superintendent or his/her designee regarding the matters raised in the written notice prior to the end of the twelve (12) calendar days following the date the written notice was served. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.
8. A statement that the employee, upon written request, is entitled to a full evidentiary hearing before a hearing officer before any disciplinary action is final. The statement shall indicate that the proposed disciplinary action may commence after the twelve (12) calendar days following the date the written notice was served. The statement also shall indicate that no full evidentiary hearing will take place unless a demand, in writing, for such a hearing is delivered to the Superintendent within twelve (12) calendar days after

the date the written notice or proposed disciplinary action was served.

D.

1. The employee in the bargaining unit shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within twelve (12) calendar days of the written notice of proposed disciplinary action, or a grievance is filed pursuant to the Grievance Procedure within twelve (12) calendar days. In the absence of a demand for a full evidentiary hearing, the Superintendent of Schools shall act upon the charges after the time period for hearing demand has expired.

By demanding a hearing, the employee waives all rights under the Grievance Procedure in this Agreement. An employee may waive rights to a hearing under this Article, but file a grievance under the Grievance Procedure.

2. The full evidentiary hearing shall be conducted before a hearing officer. The hearing officer shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Such hearings shall take place within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing.

Hearings will be presided over by the hearing officer.

The employee shall have a right to appear in person on his/her own behalf, with counsel or such representation as he/she requests to represent his/her defense.

3. The hearing officer shall conduct the hearing and shall rule on questions, evidence, and procedure.

Either party may call witnesses, introduce evidence, testify, and question witnesses.

The District has the burden of proof and shall first present evidence and testimony. Normal procedures shall be followed; i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party.

Hearings will be recorded at the request of either party with such expense being borne equally by the parties.

4. The decision by the hearing officer shall be final and binding on the District, the Association, and the employee.

ARTICLE XVII - WELFARE AND SAFETY

If a unit member observes an unsafe condition or is asked to perform a task which endangers his/her health or safety, he/she may report the condition or task in writing to the building principal or immediate supervisor. If there is no written response, or the response is not satisfactory to the unit member, such condition or task may be brought to the attention of the District Superintendent in writing by the unit member. If again there is no written response, or the response is not satisfactory, the unit member has the right to bring the matter to the attention of the Board of Trustees. (Include Board Policy #4157, 4257, 4357)

ARTICLE XVII - COMPLETION OF NEGOTIATIONS

- A. The Association agrees that it has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meeting and negotiating according to PERB decisions and state law. The above and foregoing Agreement constitutes the full and complete Agreement between the parties. The Association, for the term of this Agreement, specifically and unequivocally waives its right to demand or to petition for changes herein, or additions thereto, whether or not the subjects were known to either party at the time of execution hereof as proper subjects for meeting and negotiating.
- B. Section "A" shall not be construed as a waiver of the Association's rights to bargain decisions or effects of decisions of the District in regard to unilateral decisions within the scope of representation under Government Code Section 3543.2

C. Savings Provisions

If any provisions in this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

- D. Nothing in this Article would preclude representatives of the Association and the District from mutually discussing common concerns and related issues pertaining to the implementation of this contract.

ARTICLE XVII – MISCELLANEOUS

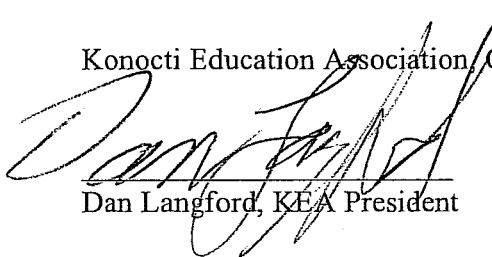
- A. As soon as possible following ratification of this Agreement, the District agrees to print sufficient copies of the Agreement for distribution to all unit members. The District and the Association agree to share equally in all costs of printing this Agreement.
- B. Bargaining unit members who may be requested to use their own auto-mobiles in the performance of their duties, or for field trips or other related District business shall receive reimbursement at the mileage rate established by the Internal Revenue Service. Bargaining unit members who are assigned to more than one (1) school per day shall be reimbursed for driving done between arrival at their first duty station and departure from the last duty station. In order to receive said reimbursement, the District must receive notification prior to said use by a teacher of his or her own automobile. In any case, the District does not authorize nor shall it be responsible for the transportation of more people in an automobile than seat belts are available.
- C. In the event that the principal of the school becomes aware of any information, based upon written records of law enforcement, mental health facilities or other previous educational placement, that a student has caused or attempted to cause serious bodily injury to himself/herself or another person, the principal will notify the teacher that this information has been received and is available for review. (Pursuant to Education Code 49079)

ARTICLE XVIII - TERM OF AGREEMENT

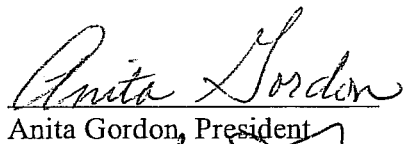
- A. This Agreement shall be effective from July 1, 2010 until June 30, 2013.
- B. For the term of this Agreement, the parties may, by mutual agreement, open any two non-monetary articles.
- C. Re-opener proposals shall be submitted on or before April 1 of each year.

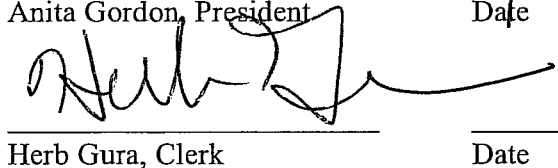
EXECUTED AND AGREED TO:

Konocti Education Association/CTA/NEA

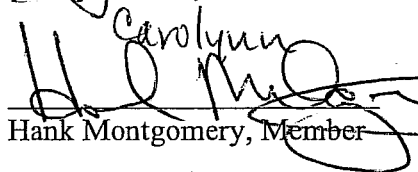

Dan Langford, KEA President 6/9/10
Date

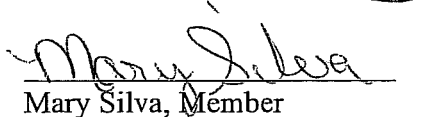
Konocti Unified School District Board of Trustees


Anita Gordon, President 6/16/10
Date


Herb Gura, Clerk Date


Carolyn Jarrett, Member 6/16/10
Date


Hank Montgomery, Member 6/16/10
Date


Mary Silva, Member Date

STATEMENT OF GRIEVANCE

Date_____

To:_____

Supervisor	Title	Work Location
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From:_____

Aggrieved	Last Name	First	Work Location
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Statement of the grievance: (include names, dates, etc.)

Specific provisions of the collective bargaining agreement that the district allegedly violated or inequitably applied. State which one(s):

Supervisor with whom initial informal conference was held, if any:

Date_____ Proposed resolution, if any, is unacceptable because_____

Resolution sought_____

_____ Name of Conferee, if any	_____ Signature of Aggrieved
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Date of Receipt – Supervisor

SUPERVISOR’S RESPONSE

Date_____

To:_____

Name of Aggrieved	Title	Work Location
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From:_____

Supervisor	First	Work Location
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Attach copy of Grievance Form A-1

Response to the grievance identified by Grievant’s statement, dated:_____

Signature of Aggrieved Person

Signature of Supervisor

Date of Receipt

To: _____
Name of District Superintendent

Attach are copies of:

1. Grievant's "Statement of Grievance" (Form A-1) dated _____
2. "Supervisor's Response" (Form A-2) dated _____

Statement of reason for appeal: _____

[illegible]

Signature of Aggrieved

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SUPERINTENDENT’S RESPONSE TO GRIEVANT’S APPEAL

Date _____

To: _____
Name of Aggrieved _____ Work Location _____

From: _____
Name of District Superintendent

Attach are copies of:

- 1. Grievant’s “Statement of Grievance” (Form A-1) dated _____
- 2. “Supervisor’s Response” (Form A-2) dated _____
- 3. Grievant’s “Appeal to Superintendent” (Form A-3) dated _____

Response to appeal: _____

Signature of Superintendent

Date of Receipt – Grievant

KEA SALARY SCHEDULE 2007-2008

STEP	AB+29	AB+30	AB+45	AB+60	AB+75
1	30,595	37,426	38,642	39,898	41,194
2	30,914	38,642	39,898	41,194	42,533
3	32,189	39,898	41,194	42,533	43,916
4	33,464	41,194	42,533	43,916	45,343
5	34,739	42,533	43,916	45,343	46,817
6	34,739	43,916	45,343	46,817	48,339
7	34,739	43,916	46,817	48,339	49,909
8	34,739	43,916	48,339	49,909	51,532
9	38,566	43,916	48,339	51,532	53,207
10	38,566	43,916	48,339	53,207	54,935
11	38,566	43,916	48,339	53,207	56,720
12	38,566	43,916	48,339	53,207	58,565
13	38,566	43,916	48,339	53,207	60,468
14	38,566	43,916	48,339	53,207	62,432
15	36,248	43,916	48,339	53,207	64,461

** AB+29 Clear Credential holders that meet new State guidelines.

EXPERIENCE:

Experience shall have taken place within the immediate past ten (10) years.

1 - 5 years Step 1 of appropriate column
 6 years Step 2 of appropriate column
 7 years Step 3 of appropriate column
 8 years Step 4 of appropriate column
 9 yrs or more Step 5 of appropriate column

MA DEGREE: +\$1,000.00

Newly hired teachers (hired on or after September 18, 2000) who have an emergency credential, or have a waiver and no clear credential and less than 30 units will be placed in Column AB+29 until they have completed their credential and earned thirty (30) or more units. Once this is done they will be placed on Step 1 of the appropriate unit column for the following year.

See separate schedule for Nurse and Speech Therapist.

Adopted 6/26/2008

KEA NURSE & SPEECH PATHOLOGIST
SALARY SCHEDULE 2010-2011

Contract is one hundred ninety (190) days per year.

STEP	AB+29	AB+30	AB+45	AB+60	AB+75
1	36,167	45,721	54,206	55,968	57,787
2	36,167	45,721	55,968	57,787	59,665
3	36,167	45,721	57,787	59,665	61,604
4	40,151	45,721	57,787	61,604	63,606
5	40,151	45,721	57,787	63,606	65,673
6	40,151	45,721	57,787	63,606	67,808
7	40,151	45,721	57,787	63,606	70,011
8	40,151	45,721	57,787	63,606	72,287
9	40,151	45,721	57,787	63,606	74,636
10	40,151	45,721	57,787	63,606	77,062

MASTER = +\$1,000.00

There will be a 2 for 1 exchange for prior experience.

Adopted 3/03/2010

TEACHER ON SPECIAL ASSIGNMENT STIPEND SCHEDULE

Number	Position	Extra Work Days*	Extra Duty Stipend
4	Curriculum Coach	Up to 6 days	\$1,000
1	Middle School EPS	Up to 17 days	\$3,500
3	High School EPS	Up to 17 days	\$5,000
1	Curriculum Coordinator	Up to 17 days	\$5,000
1	Language Specialist	Up to 17 days	\$5,000
	Subject Specialist**	Up to 2 days	Extra duty paid @ \$35/hr.
1	Director of Lewis School	None	\$3,500
1	Director of Adult School	None	\$3,500

* as approved by site council

** position not filled

KEA EXTRA-DUTY STIPEND SCHEDULE

Site	Position	Number	Stipend	Total
LLHS	Academic Decathlon Coach	1	\$184	\$184.00
LLHS	Athletic Director	1	\$3,570	\$3,570.00
LLHS	Athletic Trainer	1	\$2,455	\$2,455.00
LLHS	Baseball Head Coach	1	\$2,455	\$2,455.00
LLHS	Baseball Assistant Coach	1	\$1,973	\$1,973.00
LLHS	Basketball Head Coach (boys & girls)	2	\$2,455	\$4,910.00
LLHS	Basketball Assistant Coach (boys & girls)	2	\$1,973	\$3,946.00
LLHS	High School Department Head	8	\$1,530	\$12,240.00
LLHS	Cheerleader/Song leader Advisor	1	\$2,455	\$2,455.00
LLHS	Class Advisor	4	\$968	\$3,872.00
LLHS	Cross Country Coach	1	\$2,455	\$2,455.00
LLHS	Drama Director	1	\$1,491	\$1,491.00
LLHS	Football Head Coach	1	\$2,680	\$2,680.00
LLHS	Football Assistant Coach	5	\$1,973	\$9,865.00
LLHS	Golf Coach	1	\$2,455	\$2,455.00
LLHS	Soccer Head Coach (boys & girls)	2	\$2,455	\$4,910.00
LLHS	Soccer Assistant Coach (boys & girls)	2	\$1,973	\$3,946.00
LLHS	Softball Head Coach	1	\$2,455	\$2,455.00
LLHS	Softball Assistant Coach	1	\$1,973	\$1,973.00
LLHS	Track Head Coach	2	\$2,455	\$4,910.00
LLHS	Track Assistant Coach	1	\$1,973	\$1,973.00
LLHS	Volleyball Head Coach	1	\$2,455	\$2,455.00
LLHS	Volleyball Assistant Coach	1	\$1,973	\$1,973.00
LLHS	Wrestling Head Coach	1	\$2,455	\$2,455.00
LLHS	Wrestling Assistant Coach	1	\$1,973	\$1,973.00
K-8	Athletic Director	1	\$1,788	\$1,788.00
OHMS	Basketball Coach (A&B)	4	\$1,488	\$5,952.00
OHMS	Drama Director	1	\$1,491	\$1,491.00
OHMS	Flag Football Coach	2	\$1,488	\$2,976.00
OHMS	Softball Coach	1	\$1,488	\$1,488.00
OHMS	Track Coach	2	\$1,488	\$2,976.00
OHMS	Volleyball Coach	2	\$1,488	\$2,976.00
OHMS	Wrestling Coach	1	\$1,488	\$1,488.00
K-8	Music Director	1	\$5,100	\$5,100.00
District	Music Director (H.S. choir/band)	1	\$5,100	\$5,100.00

**Stipend positions shall be offered to bargaining unit members first, then, if not filled, opened to outside the bargaining unit.*

**The extra-duty stipend schedule will be increased the same percent as the increase in the Base Salary of AB+30 Step 1*

Adopted 3/03/2010

Extra Duty Hourly Rate
(Annually Negotiated)

Prior district or site approval for hourly extra duty time is required. Exceptions to these rates must be approved by the Association.

\$50/hr Professional Development Trainers

\$35/hr All extra duties

Total Compensation Formula

A = Total prior-year compensation package (salary, benefits, payroll taxes) cost of unrestricted general fund funded KEA-represented employees excluding any stipends, extra-duty and degree differentials.

B = Total Prior-Year Unrestricted General Fund Expenditures excluding any expenditures incurred through one-time funds or funding sources other than specified in Item D below.

C = "The Factor" = A/B

D = "New Money" = Total Amount of new Unrestricted General Fund monies received for COLA, Deficit Reduction and Equalization as well as any new on going unrestricted funding sources during the current year. The New Money shall be calculated based on an estimated Revenue Limit ADA calculated as a percentage of current year CBEDS count based on the past five years' average (Revenue Limit ADA to CBEDS) ratio.

E = "Proportionate Share" = $D*C$

F = Total Amount needed to fund the current year increase in the cost of medical benefits for unrestricted general fund funded KEA-represented employees. .

G = Funds available after funding benefits = $E-F$

H = Total amount of current year salaries and payroll taxes of unrestricted general fund funded KEA-represented employees.

I = New percent salary increase = $(G/H)*100$

EXHIBIT D

Proportionate Share: EXAMPLE

KEA

A	KEA Unrestricted Contract Salaries as of October 14, 2006	\$6,623,823	\$6,578,423
	Less stipends, extra-duty, and degree differentials	45,400	
	Payroll taxes @ 8.25 STRS; 1.45 Medicare;	13,826	909,533
	.05 State Unemployment, 4.076 Workers Compensation		
	# FTE to count in Insurance	133,485	
	2006-07 Annual Insurance per FTE	12,765	1,703,936
A	Total KEA Salaries/Health/Payroll Taxes		9,191,892
B	2006-07 Unaudited Actuals		
	Unrestricted Expenditures SACS 01 Line B 9)	16,513,543	
	Unrestricted Transfers Out 7610 – 7629	162,088	
	less Summer School - Any Time School expenses	(318,173)note 1	
	less E - Rate Expenses	(476,441)note 2	
	less Testing expenses in supplies and services	(2,240)note 3	
	less Donation Expenses	(14,217)note 4	
B	Total Unrestricted Expenses in Calculation		15,864,559
C	FACTOR: Pro rata share Unrestricted Expense:		57.94%
D	NEW Funds: 2007-08 Revenue Limit Increase		
	2006-07 Revenue limit	5,618,970	
	2007-08 Revenue Limit	5870.97	
	Net Increase In COLA		252.00
	Estimated Funded 2007-08 Revenue Limit ADA		2849.63
	Based on 5 year moving average Adjusted RL P-2 ADA		
	to CBEDS ratio		
	Restricted ADA		-204.15
	TOTAL ADA In Formula ,		2645.47
	Growth due to ADA		666,658
	Plus: On-going unrestricted revenue other than		0
	RL/COLA per formula ADA		
	2006-07 Beginning Teacher Salary Incentive Funding	255,891	
	2007-08 Beginning Teacher Salary Incentive Funding	267,883	
	Net Increase BTSIF		11,992
	Total New On-Going Funds		678,650
	Deficit multiplier (1.00 = zero deficit)		1
D	TOTAL NEW Funds		678,650
E	Pro Rata Share of New Money		393,209

Proportionate Share Example Continued:

Health Insurance Increase In New Year		
2007-08 cost: from \$12,765 to \$14,361	1,596	
2007-08 FTE Funded from Unrestricted Resources	137.4	
F Cost of Insurance Increase		219,290
G Balance of Pro Rata Share after Increase in Insurance is paid by District		173,918
2007-08 Salaries paid w/unrestricted Funds		“pre-settlement” 6,517,097
Less stipends, extra-duty, and degree differentials	34,200	
Payroll taxes: 8.25% STRS; 1.45 Medi-care; .05 Unemployment; 3.97% Workers Compensation	13.72	894,146
H Total Salaries and Payroll Taxes		7,411,243
I Balance of Pro Rats Share as applied to Total Salaries and Payroll Taxes		2.35

Memorandum of Understanding (MOU)

Procedures for Requesting Teachers to Work on Prep Period

Board Approved July 01, 2009

- Position is posted at the site and announced at staff meetings
- KEA members may volunteer if they hold the appropriate credential
- Seniority applies
- Site administrator may not individually solicit/coerce KEA members to work their prep
- If no one volunteers it is the District's responsibility to fill position.